

TERMS AND CONDITIONS

GENERAL TERMS FOR ALL ORDERS

Information in this price list replaces all information in prior price lists and catalogs.

Prices – Prices and specifications are list prices effective with date printed on cover and supercedes all other published price lists. ERG reserves the right to change prices or specifications without prior notice. Orders are accepted subject to price prevailing at time of shipment.

Orders – All orders must be placed through Purchase Order only.

Fax:	Mail:
ERG Customer Service	ERG Customer Service
Fax: 1-805-981-9878	361 N. Bernoulli Circle
	Oxnard, CA 93030 USA

E-mail:
sales@erginternational.com

Phone Orders – NO phone orders will be accepted. Orders are only accepted in writing by mail, fax or email.

Order Acknowledgments – Customers will receive an order acknowledgment after purchase orders have been entered into production. Orders are accepted, manufactured and invoiced in accordance with the order acknowledgment. Please advise ERG immediately of any discrepancies. Acknowledged orders may not be cancelled or modified without written consent from ERG.

Matching Orders – If any order is to match a previous shipment, it must be clearly stated on the order. Please supply original invoice number and date. If product or materials needed cannot be supplied, customer will be notified.

Orders on Hold & Delayed Shipments – Customers requesting shipments to be "held" or "delayed" **after orders have been put into production**, ERG will complete the order on the original schedule. After two (2) working days of completion, the order will be invoiced and storage charges will accrue. (No exceptions).

Changes or Cancellation – Any changes or cancellation to an order must be submitted in writing and confirmed by ERG Customer Service before the change or cancellation is effective. Due to short lead times, any changes or cancellation may result in charges if materials have entered into production.

CUSTOM ORDER CHARGES

Stain Matching – Custom stain matching charge is \$425.00 List. Due to the natural fiber of wood and different wood variances we cannot guarantee an exact match to any existing products produced. ERG has many stain choices available and will gladly supply wood stain samples upon request.

PRODUCT CHANGES & SPECIFICATIONS

ERG International's policy is one of continuous product improvement. We therefore reserve the right to make changes in design or specifications, or to discontinue products at any time without prior notice. Every effort will be made to keep the user informed when changes do occur. All dimensions and weights shown are approximate.

CAL BULLETIN 117

California Bulletin 117 is standard. All our fabric meets Cal Bulletin 117.

PRODUCT WARRANTY

Lifetime Warranty:

ERG International warrants to the original purchaser of new products to be free from defects in material, workmanship and specification for a LIFETIME on all sofa/lounge/banquette frames and foam under conditions of normal use and maintenance, except as noted below. If such a defect causes failure of the product or a portion of the product, ERG International at its sole discretion will either repair or replace the defective product at no charge to the original purchaser.

10 Year Warranty:

ERG International warrants to the original purchaser of new products to be free from defects in material, workmanship and specification for a period of ten (10) years under conditions of normal use and maintenance, except as noted below. If such a defect causes failure of the product or a portion of the product, ERG International at its sole discretion will either repair or replace the defective product at no charge to the original purchaser. This warranty policy includes structural components and table frames.

3 Year Warranty:

A 3-Year Warranty applies to Component parts of operating mechanisms such as: table locks and folding mechanisms; chair control mechanisms; pneumatic cylinders; plastic chair backs/seats; casters; glides & chair arms.

2 Year Warranty:

A 2-Year Warranty applies to all wood shell chairs and wood arm caps.

1 Year Warranty:

Wood leg chairs are warranted for one year. Tables with tops constructed with glass or Corian (solid surface) are warranted for 1 Year. Outdoor finishes are warranted for one year providing customer maintains ERG furniture properly such as wiping it after water splashes. Minimum rust areas will be considered normal wear due to moisture in the air.

Note:

Any repairs made by the customer must receive specific authorization in the form of an RGA Number from ERG Hospitality, before being executed on location by purchaser. Costs of any repair must be approved by ERG International prior to any repair being completed.

If at any time, the ERG product is altered or abused, then warranty is null and void.

No freight charges will be paid by ERG for replacement or repairs of any parts after one (1) year of service.

There are no warranties except as stated above whether expressed or implied including but not limited to any warranty of merchantability or fitness for any particular purpose. ERG International shall not be held liable for consequential or incidental damage arising from any product defect.

PRODUCT LIABILITY

ERG International disclaims all liability for damages resulting directly or indirectly from use of its products which have undergone changes or alterations by the installer or user, regardless of the reason or the authority for such alteration; or from improper installation, where deviation from the prescribed installation has occurred for whatever reason.

PRODUCT LEADTIME

Most of our regular orders will ship in 3-6 weeks after receipt of order, with normal open account customers. ERG pledges 100% on time delivery to our customers. Customers who do not have open accounts will be notified of terms and leadtime information. For large orders please contact Customer Service for leadtime information. Also, some products in this catalogue may require longer leadtime. ERG Customer Service will advise you at time of ordering if leadtime will be longer than normal.